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EXAMINER	
ROSEN, NICHOLAS D	
ART UNIT	**PAPER NUMBER**
3625	

DATE MAILED: 11/28/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	10/056,471	ECKERT ET AL.	
	Examiner	Art Unit	
	Nicholas D. Rosen	3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *07 September 2006*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-53* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-53* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *25 January 2002* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☒ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Claims 1-53 have been examined.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

Claims 1-19, and 48

Claims 1, 2, 4, 5, 11, and 48 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman et al. (U.S. Patent 5,136,501) in view of Giovannoli (U.S. Patent 5,758,328) and Lupien et al. (U.S. Patent 5,689,652). As per claim 1, Silverman discloses a method for providing highly automated procurement services, comprising the steps of: (a) accessing a database initialized with information regarding a plurality of

trading partners (column 3, lines 18-60): (1) said plurality of trading partners including customer and non-customer trading partners (buyers and sellers); (2) said information including trading relationship information and pricing information involving at least a customer trading partner and another of said trading partners (ibid.; also, column 6, line 31, through column 7, line 2); (b) receiving a purchase request of a first trading partner among said trading partners (column 6, line 31, through column 7, line 2); (c) automatically selecting at least one qualified trading partner among said trading partners based on said purchase request (column 6, line 31, through column 7, line 13); (d) generating a purchase order based on (1) a portion of said trading relationship information and pricing information pertaining to said at least one qualified partner; (2) said purchase request; (3) without requiring direct communication between said first trading partner and said at least one qualified trading partner (ibid.; and column 7, lines 13-20); (e) forwarding said purchase order to at least one qualified trading partner; and (f) receiving a notification pertaining to said at least one qualified trading partner (column 9, lines 26-33). Silverman does not expressly disclose (g) automatically processing said notification, including forwarding said notification to the first trading partner, but Giovannoli teaches (g) automatically processing notification, including forwarding notification to the first trading partner (column 5, line 58, through column 6, line 11). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to carry out step (g), for the obvious advantage of enabling commerce between participating trading partners.

Silverman does not disclose generating a purchase order without revealing the price information to the first trading partner, but Lupien teaches a method of matching purchase requests to sellers, and automatically selecting at least one qualified trading partner without revealing pricing information of the at least one qualified trading partner to the first trading partner (Abstract; column 4, lines 6-26). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to automatically select at least one qualified trading partner without revealing pricing information of the at least one qualified trading partner to the first trading partner, for the obvious advantage of not enabling first trading partners to adjust their profiles of pricing information to extract the greatest profit, thereby making potential qualified trading partners unwilling to participate in the system.

As per claim 2, Silverman discloses: (1) establishing terms and conditions with at least one of said plurality of trading partners; and (2) storing said terms and condition into said database (column 3, lines 18-60; column 4, lines 6-17)

As per claim 4, Silverman discloses (1) establishing business rules, and (2) storing said business rules into said database (column 3, lines 18-60).

As per claim 5, Silverman discloses allocating said purchase order among said at least one qualified trading partner (column 4, lines 26-39).

As per claim 11, Silverman discloses that (1) said notification in said step (f) is an acknowledgment of said purchase order partner (column 9, lines 26-33). Giovannoli discloses automatically forwarding the notification/acknowledgement to the first trading partner (column 5, line 58, through column 6, line 11). Hence, it would have been

obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to automatically forward the acknowledgment to the first trading partner, for the obvious advantage of assuring the first trading partner that the requested item(s) had been ordered, and would be sent, or their ownership transferred.

As per claim 48, Silverman discloses that pricing information of one trading partner is not (fully or necessarily) revealed to other trading partners (column 10, lines 9-33).

Claim 3 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Giovannoli, and Lupien as applied to claim 1 above, and further in view of Allen (U.S. Patent Application Publication 2003/0126095). Silverman does not disclose (1) establishing a purchase forecast with at least one of the plurality of trading partners, and (2) storing said purchase forecast in the database, but Allen teaches establishing a purchase forecast with at least one of the plurality of trading partners (paragraph 76), with databases for storing such information (Abstract; paragraphs 75-76). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to establish and store a forecast, for the stated advantage of anticipating or predicting future needs of the at least one trading partner.

Claims 6, 8, 12, 13, and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Giovannoli, and Lupien as applied to claim 1 above, and further in view of official notice. As per claim 6, neither Silverman nor Giovannoli expressly discloses (1) prompting said first trading partner to provide identity verification information; and (2) receiving the purchase request after first trading partner has been

successfully verified. However, Giovannoli does disclose registration of trading partners, and discloses that, once registered, a member can access the forms necessary for preparing an RFQ (column 4, line 67, through column 5, line 8). This implies that someone who is not registered cannot do this, and suggests, therefore, means for distinguishing those who have registered from those have not. Moreover, official notice is taken that it is well known for sites to prompt members to provide identity verification information (e.g., username and password), and only then allow them to transact their business. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to prompt the first trading partner to provide identity verification information, and receive the purchase request after verification, for the obvious advantage of preventing fraudulent purchases and damaging pranks.

As per claim 8, prompting the at least one qualified trading partner to provide identity verification, and only then receiving notification, is held to be obvious on the grounds set forth in the rejection of claim 6, above.

As per claim 12, Silverman does not discloses shipment notices, but Giovannoli teaches a shipment notice, which may be sent directly to the first trading partner, or to the quotation system computer (column 6, lines 12-23), and Giovannoli discloses automatically forwarding notifications to the first trading partner (column 5, line 58, through column 6, line 11). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the notification be a shipment notice, and to have step (g) include: (A) automatically

forwarding said shipment notice to the first trading partner, for the obvious advantage of assuring that the first trading partner be informed of the shipment of ordered goods, and able to make plans on that basis.

Giovannoli does not teach (B) automatically creating an accounts payable file and an account receivable file based on the shipment notice, but official notice is taken that creating accounts payable and accounts receivable files is standard and well-known business practice to maintain accounts payable and accounts receivable files. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to create such files based on the shipment notice, for the obvious advantage of recording payment information, being able to readily document such information in case questions or disputes should arise, and for such purposes as producing financial statements, and calculating taxes owed.

As per claim 13, neither Silverman nor Giovannoli discloses generating an invoice based on the accounts receivable file, forwarding said invoice to the first trading partner, receiving payment from the first trading partner based on the invoice, and recording the payment in an accounts receivable database, but official notice is taken that generating invoices, sending them to purchasers, receiving payments, and recording the payments is standard business procedure, and held to be obvious as set forth in the rejection of claim 12 above.

As per claim 14, neither Silverman nor Giovannoli discloses calculating payment to the at least one qualified trading partner based on the accounts payable file, forwarding said payment to the at least one qualified trading partner, recording said

payment in the accounts payable database, but official notice is taken that calculating payment, forwarding said payment to a supplier, and recording the payment in an accounts payable file or database is standard business procedure, and held to be obvious as set forth in the rejection of claim 12 above.

Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Giovannoli, and Lupien in view of Gililand ("No-Nonsense Accounting"). Silverman does not disclose determining a business project identification associated with the purchase request, but Gililand teaches (1) determining a business project identification associated with a purchase request; and (2) reviewing information associated with said business project identification in a database (see whole article, especially the paragraph beginning "The project-tracking table"); while Giovannoli discloses selecting at least one qualified trading partner based on various relevant information from the trading partners (column 5, lines 9-36), as, in other ways, does Silverman (column 3, lines 18-60). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention determine a business project identification associated with a purchase request, review associated information in the database, and select at least one qualified trading partner based at least in part on said reviewing, for the obvious advantage of finding the best matches among trading partners.

Claims 9, 10, 15, and 16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Giovannoli, and Lupien as applied to claim 1 above, and further in view of the news release "Teknion Selects New iBaan Solution to Drive Major

Collaborative Commerce Initiatives," hereinafter "Teknion." As per claim 9, Silverman does not disclose receiving and resolving an escalation process request, but "Teknion" teaches communicating changes to orders, and providing web-based purchase order negotiation (see especially the paragraph beginning "Teknion's business demands"), which can be considered receiving an escalation request, and resolving the escalation request, at least if the negotiation is successfully included, which may be presumed to occur, both because negotiations sometimes are brought to successful conclusions, and because the described system would have little point if negotiations were uniformly failures. (Note Melchior, 2002/0178021, as well.)

As per claim 10, given that web-based negotiation occurs, as taught by "Teknion," it may be presumed to involve requesting a negotiation with at least one of the parties involved, without which negotiation could hardly begin, and forwarding an outcome to at least another party, without which negotiations could hardly conclude, or at least hardly be known to have concluded. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to request a negotiation and forward an outcome, for the obvious advantage of resolving disputes or new issues, in particular issues arising from changes to orders, such negotiations involving receiving and resolving an escalation process request.

As per claim 15, "Teknion" discloses customizing and communicating changes, and providing web-based purchase order negotiation, which implies (h) receiving a change order request of at least one of the first trading partner and the at least one qualified trading partner; and (i) forwarding the change order request to another of the

first trading partner and the at least one qualified trading partner. Steps (j) and (k), receiving and resolving an escalation process request, are held to be obvious as set forth above, regarding claims 9 and 10.

As per claim 16, this is almost parallel to claim 10, and held to be obvious on essentially the same grounds. Regarding substep (1), if one requests a change in terms of a trading partner, and negotiation occurs, one would typically request negotiation with that trading partner. Regarding substep (2), depending on the possible back-and-forth of negotiations, there is at least a fifty percent chance that the outcome would have been forwarded to the trading partner of whom the change order request was received – at least fifty percent, because the outcome might well be forwarded to both of the two (or more) trading partners involved.

Claim 17 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Giovannoli, and Lupien as applied to claim 1 above, and further in view of Allen (U.S. Patent Application Publication 2003/0126095). Silverman does not disclose (h) receiving purchase forecast information of said first trading partner; (i) automatically forwarding said purchase forecast information to said at least one qualified trading partner; and (j) storing said purchase forecast in the database, but Allen teaches establishing a purchase forecast with at least one of the plurality of trading partners (paragraph 76), with databases for storing such information (Abstract; paragraphs 75-76), and suggests automatically forwarding said purchase forecast information to said at least one qualified trading partner (paragraphs 81 and 84). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of

applicant's invention to establish, forward, and store a forecast, for the stated advantage of anticipating or predicting future needs of the at least one trading partner.

Claims 18 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Giovannoli, Lupien, and Allen as applied to claim 17 above, and further in view of the news release "Teknion Selects New iBaan Solution to Drive Major Collaborative Commerce Initiatives," hereinafter "Teknion." Claims 18 and 19 are closely parallel to claims 9 and 10, and rejected on the same grounds set forth above.

Claims 20 and 49

Claims 20 and 49 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman et al. (U.S. Patent 5,136,501) in view of Giovannoli (U.S. Patent 5,758,328) and Lupien et al. (U.S. Patent 5,689,652). As per claim 20, Silverman discloses a method for providing highly automated procurement services, comprising the steps of: (a) accessing a database initialized with information regarding a plurality of trading partners (column 3, lines 18-60): (1) said plurality of trading partners including customer and non-customer trading partners (buyers and sellers); (2) said information including trading relationship information and pricing information involving at least a customer trading partner and another of said trading partners (ibid.; also, column 6, line 31, through column 7, line 2); (b) receiving a purchase request of a first trading partner among said trading partners (column 6, line 31, through column 7, line 2); (c) automatically selecting at least one qualified trading partner among said trading partners based on said purchase request (column 6, line 31, through column 7, line 13); (d) generating a purchase order based on said purchase request and pricing

information, without requiring direct communication between said first trading partner and said at least one qualified trading partner (ibid.; and column 7, lines 13-20); (e) forwarding said purchase order to at least one qualified trading partner; and (f) receiving a notification pertaining to said at least one qualified trading partner (column 9, lines 26-33). Silverman does not expressly disclose (g) automatically processing said notification, including forwarding said notification to the first trading partner, but Giovannoli teaches (g) automatically processing notification, including forwarding notification to the first trading partner (column 5, line 58, through column 6, line 11). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to carry out step (g), for the obvious advantage of enabling commerce between participating trading partners.

Silverman does not disclose generating a purchase order without revealing the price information to the first trading partner, but Lupien teaches a method of matching purchase requests to sellers, and automatically selecting at least one qualified trading partner without revealing pricing information of the at least one qualified trading partner to the first trading partner (Abstract; column 4, lines 6-26). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to automatically select at least one qualified trading partner without revealing pricing information of the at least one qualified trading partner to the first trading partner, for the obvious advantage of not enabling first trading partners to adjust their profiles of pricing information to extract the greatest profit, thereby making potential qualified trading partners unwilling to participate in the system.

As per claim 49, Silverman discloses that pricing information of one trading partner is not (fully or necessarily) revealed to other trading partners (column 10, lines 9-33).

Claims 21-36 and 50

Claims 21, 23, 25, 26, 29, and 50 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman et al. (U.S. Patent 5,136,501) in view of Lupien et al. (U.S. Patent 5,689,652) and official notice. As per claim 21, Silverman discloses a system for providing highly automated procurement services, comprising: (a) a database initialized with information regarding a plurality of trading partners (column 3, lines 18-60): (1) said plurality of trading partners including customer and non-customer trading partners (buyers and sellers); (2) said information including trading relationship information and pricing information involving at least a customer trading partner and another of said trading partners (ibid.; also, column 6, line 31, through column 7, line 2); (b) a computer system coupled to communications devices of said plurality of trading partners via a set of connection networks (Abstract; Figure 1): (1) said computer system being coupled to said computer database (Abstract; Figure 1; column 2, lines 17-43); (2) said computer system being configured to receive a purchase request of a first trading partner among said trading partners (column 6, line 31, through column 7, line 2); (3) said computer system being configured to generate a purchase order based on said information and purchase request without requiring direct communication between said first trading partner and said at least one qualified trading partner (column 3, lines 18-60; column 6, line 31, through column 7, line 20); (4) the computer system being configured to forward

said purchase order to at least one qualified trading partner selected from said trading partners based on said purchase request; (5) to receive a notification from said at least one qualified trading partner; and (6) to process said notification (column 9, lines 26-33). Silverman does not expressly disclose that the computer system is configured to perform steps (4), (5), and (6) automatically, but official notice is taken that it is well known for computer systems to be configured to perform desired operations automatically. Hence, given that Silverman discloses a computer system, and discloses that the relevant operations are performed, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to configure the computer system to perform the operations automatically, for the obvious advantage of not having to pay human beings to carry out the recited operations manually, and more slowly.

Silverman does not disclose generating a purchase order without revealing the price information to the first trading partner, but Lupien teaches a method of matching purchase requests to sellers, and automatically selecting at least one qualified trading partner without revealing pricing information of the at least one qualified trading partner to the first trading partner (Abstract; column 4, lines 6-26). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to automatically select at least one qualified trading partner without revealing pricing information of the at least one qualified trading partner to the first trading partner, for the obvious advantage of not enabling first trading partners to adjust

their profiles of pricing information to extract the greatest profit, thereby making potential qualified trading partners unwilling to participate in the system.

As per claim 23, Silverman discloses that said information includes terms and conditions with at least one of said plurality of trading partners (column 3, lines 18-60; column 4, lines 6-17).

As per claim 25, Silverman discloses that information includes business rules (column 3, lines 18-60).

As per claim 26, Silverman discloses allocating said purchase order among said at least one qualified trading partner (Abstract; column 4, lines 27-39).

As per claim 29, Silverman discloses that (1) said notification in said step (f) is an acknowledgment of said purchase order partner (column 9, lines 26-33).

As per claim 50, Silverman discloses that pricing information of one trading partner is not (fully or necessarily) revealed to other trading partners (column 10, lines 9-33).

Claims 22, 30, 31, 32, and 33 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and official notice as applied to claim 21 above, and further in view of Giovannoli (U.S. Patent 5,758,328). As per claim 22, Silverman does not expressly disclose (g) forwarding said notification to the first trading partner, but Giovannoli teaches automatically processing notification, including forwarding notification to the first trading partner (column 5, line 58, through column 6, line 11). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the computer system be

configured to forward said notification to the first trading partner, for the obvious advantage of enabling commerce between participating trading partners.

As per claim 30, Silverman does not discloses shipment notices, but Giovannoli teaches a shipment notice, which may be sent directly to the first trading partner, or to the quotation system computer (column 6, lines 12-23), and Giovannoli discloses automatically forwarding notifications to the first trading partner (column 5, line 58, through column 6, line 11). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the notification be a shipment notice, for the obvious advantage of assuring that the first trading partner be informed of the shipment of ordered goods, and able to make plans on that basis.

As per claim 31, claim 31 is essentially parallel to claim 12, part 2(B), and rejected on the same grounds.

As per claim 32, this is parallel to claim 13, and rejected on the same grounds.

As per claim 33, this is parallel to claim 14, and rejected on the same grounds.

Claim 24 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and official notice as applied to claim 21 above, and further in view of Allen (U.S. Patent Application Publication 2003/0126095). Claim 24 is essentially parallel to claim 3, and rejected on the same grounds.

Claim 27 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and official notice as applied to claim 21 above, and further in view

of Gililand ("No-Nonsense Accounting"). Claim 27 is essentially parallel to claim 7, and rejected on the same grounds.

Claim 28 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and official notice as applied to claim 21 above, and further in view of the news release "Teknion Selects New iBaan Solution to Drive Major Collaborative Commerce Initiatives," hereinafter "Teknion." Claim 28 is parallel to claim 9, and rejected on the grounds set forth for rejecting claims 9 and 10 above.

Claim 34 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and official notice as applied to claim 21 above, and further in view of the news release "Teknion." Claim 34 is parallel to claim 15, and rejected on the same grounds.

Claims 35 and 36 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and official notice as applied to claim 21 above and further in view of Allen (U.S. Patent Application Publication 2003/0126095), and also in view of "Teknion " for claim 36. As per claim 35, claim 35 is parallel to claim 17, and rejected on essentially the same grounds.

As per claim 36, limitations (k) and (l) of claim 36 merely repeat limitations (j) and (k) of claim 34.

Claims 37-41 and 51

Claims 37 and 51 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman et al. (U.S. Patent 5,136,501) in view of Lupien et al. (U.S. Patent 5,689,652) and official notice. As per claim 37, claim 37 is parallel to claim 1, and

rejected on the same grounds, Silverman's computer-implemented method requiring logic code for causing the computers to carry out the steps.

As per claim 51, claim 51 is parallel to claim 48, and rejected on the same grounds.

Claim 38 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and official notice as applied to claim 37 above, and further in view of Gililand ("No-Nonsense Accounting"). Claim 38 is parallel to claim 7, and rejected on the same grounds.

Claims 39 and 40 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and official notice as applied to claim 37 above, and further in view of the news release "Teknion." Claim 39 is parallel to claim 9, and rejected on the grounds set forth for rejecting claims 9 and 10 above.

Claim 40 is parallel to claim 15, and rejected on the grounds set forth for rejecting claims 9, 10, and 15 above.

Claim 41 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, official notice, and "Teknion" as applied to claim 40 above, and further in view of Allen (U.S. Patent Application Publication 2003/0126095). Claim 41 is parallel to claim 17, and rejected on essentially the same grounds.

Claims 42 and 52

Claims 42 and 52 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman et al. (U.S. Patent 5,136,501) in view of Lupien et al. (U.S. Patent 5,689,652), and official notice. As per claim 42, claim 42 is parallel to claim 20, and

rejected on the same grounds, Silverman's computer-implemented method requiring logic code for causing the computers to carry out the steps.

As per claim 52, claim 52 is parallel to claim 49, and rejected on the same grounds.

Claims 43-47 and 53

Claims 43 and 53 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman et al. (U.S. Patent 5,136,501) in view of Lupien et al. (U.S. Patent 5,689,652), and Giovannoli (U.S. Patent 5,758,328). As per claim 43, Silverman discloses a computer system for providing highly automated procurement services, comprising: (a) means for accessing a database initialized with information regarding a plurality of trading partners (column 3, lines 18-60): (1) said plurality of trading partners including customer and non-customer trading partners (buyers and sellers); (2) said information including trading relationship information and pricing information involving at least a customer trading partner and another of said trading partners (ibid.; also, column 6, line 31, through column 7, line 2); (b) means for receiving a purchase request of a first trading partner among said trading partners (column 6, line 31, through column 7, line 2); (c) means for automatically selecting at least one qualified trading partner among said trading partners based on said purchase request (column 6, line 31, through column 7, line 13); (d) means for generating a purchase order based on (1) a portion of said trading relationship information and pricing information pertaining to said at least one qualified partner; (2) said purchase request; (3) without requiring direct communication between said first trading partner and said at least one qualified trading

partner (ibid.; and column 7, lines 13-20); (e) means for forwarding said purchase order to at least one qualified trading partner; and (f) means for receiving a notification pertaining to said at least one qualified trading partner (column 9, lines 26-33). Silverman does not expressly disclose (g) means for automatically processing said notification, including forwarding said notification to the first trading partner, but Giovannoli teaches (g) automatically processing notification, including forwarding notification to the first trading partner (column 5, line 58, through column 6, line 11). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include means for processing and forwarding said notification, for the obvious advantage of enabling commerce between participating trading partners.

Silverman does not disclose generating a purchase order without revealing the price information to the first trading partner, but Lupien teaches a method of matching purchase requests to sellers, and automatically selecting at least one qualified trading partner without revealing pricing information of the at least one qualified trading partner to the first trading partner (Abstract; column 4, lines 6-26). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to automatically select at least one qualified trading partner without revealing pricing information of the at least one qualified trading partner to the first trading partner, for the obvious advantage of not enabling first trading partners to adjust their profiles of pricing information to extract the greatest profit, thereby making potential qualified trading partners unwilling to participate in the system.

As per claim 53, Silverman discloses that pricing information of one trading partner is not (fully or necessarily) revealed to other trading partners (column 10, lines 9-33).

Claim 44 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and Giovannoli as applied to claim 43 above, and further in view of Gililand ("No-Nonsense Accounting"). Claim 44 is parallel to claim 7, and rejected on the same grounds.

Claims 45 and 46 are rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and Giovannoli as applied to claim 43 above, and further in view of the news release "Teknion." Claim 45 is parallel to claim 9, and rejected on the grounds set forth for rejecting claims 9 and 10 above.

Claim 46 is parallel to claim 15, and rejected on the grounds set forth for rejecting claims 9, 10, and 15 above.

Claim 47 is rejected under 35 U.S.C. 103(a) as being unpatentable over Silverman, Lupien, and Giovannoli as applied to claim 43 above, and further in view of Allen (U.S. Patent Application Publication 2003/0126095). Claim 47 is parallel to claim 17, and rejected on essentially the same grounds.

It is noted that claims 43-47 and 53 use "means for" language. Nonetheless, they are not treated as invoking 35 U.S.C. 112, sixth paragraph. If Applicant wishes to invoke 35 U.S.C. 112, sixth paragraph, Applicant should provide an explicit statement to that effect. 35 U.S.C. 112, sixth paragraph states:

> An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of

structure, material or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

Response to Arguments

Applicant's arguments with respect to claims 1-53 have been considered but are moot in view of the new ground(s) of rejection.

The common knowledge or well-known in the art statements in the previous office action are taken to be admitted prior art, because Applicant did not traverse Examiner's taking of official notice.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Togher et al. (U.S. Patent 5,375,055) discloses credit management for an electronic brokerage system. Breed et al. (U.S. Patent 6,067,528) disclose a confidential market making system. Case et al. (U.S. Patent 6,510,418) disclose a method and apparatus for detecting and deterring the submission of similar offers in a commerce system. Rosenblatt (U.S. Patent Application Publication 2003/0120585) discloses a confidential electronic trading and matching system incorporating execution via an auction market. Hoffman et al. (U.S. Patent Application Publication 2005/0060245) disclose a system, method, and computer program product for utilizing market demand information for generating revenue. Van Etten et al. (U.S. Patent Application Publication 2006/0178950) disclose an information translation

communication protocol. Feaver et al. (U.S. Patent Application Publication 2006/0259418) disclose an e-commerce transaction facilitation system and method.

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen, whose telephone number is 571-272-6762. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey A. Smith, can be reached on 571-272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300. Non-official/draft communications can be faxed to the examiner at 571-273-6762.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Nicholas D. Rosen

NICHOLAS D. ROSEN
PRIMARY EXAMINER

November 27, 2006